

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NATHAN BENJAMIN,)	
)	
Plaintiff,)	
)	
v.)	Case No. 14-cv-07098-AB
)	
TRANS UNION, LLC, EQUIFAX)	
INFORMATION SERVICES LLC,)	Electronically Filed
EXPERIAN INFORMATION)	
SOLUTIONS, INC., GTE FEDERAL)	
CREDIT UNION d/b/a GTE)	
FINANCIAL, LENDINGCLUB)	
CORPORATION, DENT-A-MED, INC.)	
d/b/a HC PROCESSING CENTER,)	
NORTHWEST FEDERAL CREDIT)	
UNION FOUNDATION, CHARTWAY)	
FEDERAL CREDIT UNION, CACH,)	
LLC and NATIONAL CREDIT)	
ADJUSTERS, LLC)	
)	
Defendants.)	

ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT EXPERIAN
INFORMATION SOLUTIONS, INC. TO PLAINTIFF'S COMPLAINT

NOW COMES defendant Experian Information Solutions, Inc. ("Experian"), by its undersigned counsel, and in answer to Plaintiff's Complaint, states as follows:

I. RESPONSE TO THE PRELIMINARY STATEMENT

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiff has described his claims as being based on the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681 *et seq.*, the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*, and the Telephone Consumer Protection Act, 47 U.S.C. §§ 227 *et seq.* ("TCPA"). Experian states that these are legal conclusions and are not subject to denial or admission.

II. RESPONSE TO ALLEGATIONS REGARDING JURISDICTION AND VENUE

2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiff has alleged jurisdiction based upon 15 U.S.C. § 1681p and 28 U.S.C. § 1331. Experian states that these are legal conclusions that are not subject to denial or admission.

3. In response to paragraph 3 of the Complaint, Experian admits that Plaintiff has alleged that venue lies properly in this district pursuant to 28 U.S.C. § 1391(b). Experian states that this is a legal conclusion that is not subject to denial or admission.

III. RESPONSE TO ALLEGATIONS REGARDING THE PARTIES

4. In response to paragraph 4 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

5. In response to paragraph 5 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

6. In response to paragraph 6 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

7. In response to paragraph 7 of the Complaint, Experian admits that it is an Ohio corporation, with its principal place of business in Costa Mesa, California. Experian further states that the allegations in paragraph 7 that Experian “regularly conducts business in Eastern District of Pennsylvania” and “has a principal place of business located at 5 Century Drive, Parsippany, NJ” are conclusions of law for which no response is required. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 7 of the Complaint.

8. In response to paragraph 8 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

9. In response to paragraph 9 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

10. In response to paragraph 10 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

11. In response to paragraph 11 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

12. In response to paragraph 12 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

13. In response to paragraph 13 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

14. In response to paragraph 14 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and on that basis, denies, generally and specifically, each and every allegation contained therein.

IV. RESPONSE TO PLAINTIFF'S FACTUAL ALLEGATIONS

15. In response to paragraph 15 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies,

generally and specifically, each and every allegation contained therein that relates to Experian.

As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

16. In response to paragraph 16 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

17. In response to paragraph 17 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

18. In response to paragraph 18 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

19. In response to paragraph 19 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies,

generally and specifically, each and every allegation contained therein that relates to Experian.

As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

20. In response to paragraph 20 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

21. In response to paragraph 21 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

22. In response to paragraph 22 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

23. In response to paragraph 23 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies,

generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

24. In response to paragraph 24 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

25. In response to paragraph 25 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

26. In response to paragraph 26 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

27. In response to paragraph 27 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies,

generally and specifically, each and every allegation contained therein that relates to Experian.

As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

28. In response to paragraph 28 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

29. In response to paragraph 29 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

30. In response to paragraph 30 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

31. In response to paragraph 31 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. To the extent

a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

32. In response to paragraph 32 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 32 of the Complaint.

33. In response to paragraph 33 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

34. In response to paragraph 34 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation that relates to Experian. As to the allegations that relate to other parties to this

action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

35. In response to paragraph 35 of the Complaint, Experian states that the allegations contained therein are legal conclusions that are not subject to denial or admission. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of these allegations and on that basis denies, generally and specifically, each and every allegation that relates to Experian. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

V. RESPONSE TO COUNT I – VIOLATIONS OF THE FCRA
(Plaintiff v. Trans Union, Equifax, and Experian)

36. In response to paragraph 36 of the Complaint, Experian incorporates its responses to paragraphs 1 – 35 of the Complaint with the same force and effect as if set forth at length herein.

37. In response to paragraph 37 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent a response is required, Experian admits that it is a “person” and “consumer reporting agency” as those terms are defined, respectively, by 15 U.S.C. § 1681a(b) and § 1681a(f). Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 37 of the Complaint and on that basis denies, generally and specifically, each and every remaining allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or

information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

38. In response to paragraph 38 of the Complaint, Experian admits that 15 U.S.C. § 1681a(c) defines a “consumer” as “an individual.” Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 38 of the Complaint and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

39. In response to paragraph 39 of the Complaint, Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d). Except as specifically admitted, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 39 of the Complaint and on that basis denies, generally and specifically, each and every remaining allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

40. In response to paragraph 40 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent a response is required, Experian denies, generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

41. In response to paragraph 41 of the Complaint, Experian states that the allegations contained therein are legal conclusions for which no response is required. To the extent a response is required, Experian denies, generally and specifically, each and every allegation contained therein. As to the allegations that relate to other parties to this action, Experian is also without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every remaining allegation contained therein.

RESPONSE TO COUNT II – VIOLATIONS OF THE FCRA
(Plaintiff v. GTE Financial, LendingClub, HC Processing,
Northwest, Chartway and Cach)

42. In response to paragraph 42 of the Complaint, Experian incorporates its responses to paragraphs 1 – 41 of the Complaint with the same force and effect as if set forth at length herein.

43. In response to paragraph 43 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 43 of the Complaint.

44. In response to paragraph 44 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 44 of the Complaint.

45. In response to paragraph 45 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is

required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 45 of the Complaint.

46. In response to paragraph 46 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 46 of the Complaint.

RESPONSE TO COUNT III – VIOLATIONS OF THE FDCPA
(Plaintiff v. Cach and NCA)

47. In response to paragraph 47 of the Complaint, Experian incorporates its responses to paragraphs 1 – 46 of the Complaint with the same force and effect as if set forth at length herein.

48. In response to paragraph 48 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 48 of the Complaint.

49. In response to paragraph 49 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 49 of the Complaint.

50. In response to paragraph 50 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is

required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 50 of the Complaint.

51. In response to paragraph 51 and its subparts of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 51 and its subparts of the Complaint.

52. In response to paragraph 52 and its subparts of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 52 and its subparts of the Complaint.

53. In response to paragraph 53 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 53 and its subparts of the Complaint.

54. In response to paragraph 54 of the Complaint, Experian states that the allegations contained therein are directed to other parties to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information

sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 54 and its subparts of the Complaint.

VI. RESPONSE TO COUNT IV – VIOLATIONS OF THE TCPA
(Plaintiff v. NCA)

55. In response to paragraph 55 of the Complaint, Experian incorporates its responses to paragraphs 1 – 54 of the Complaint with the same force and effect as if set forth at length

56. In response to paragraph 56 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 56 of the Complaint.

57. In response to paragraph 57 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 57 of the Complaint.

58. In response to paragraph 58 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 58 of the Complaint.

59. In response to paragraph 59 of the Complaint, Experian states that the allegations contained therein are directed to another party to this action, not Experian, and thus no response is required. To the extent a response is required, Experian is without knowledge or information

sufficient to form a belief as to the truth of those allegations and on that basis denies, generally and specifically, each and every allegation of paragraph 59 of the Complaint.

VII. RESPONSE TO PLAINTIFF'S JURY DEMAND

33. In response to paragraph 33 [*sic*] of the Complaint, Experian admits that Plaintiff has demanded trial by jury on all issues so triable.

VIII. RESPONSE TO PLAINTIFF'S PRAYER FOR RELIEF

Experian denies the allegations contained in the unnumbered paragraph and each of its subparts following the unnumbered paragraph of the Complaint beginning with "WHEREFORE," and specifically denies that Plaintiff is entitled to judgment against, or any relief whatsoever from, Experian in this action.

IX. DEFENDANT EXPERIAN'S AFFIRMATIVE DEFENSES

**FIRST AFFIRMATIVE DEFENSE
(Failure To State A Claim)**

The Complaint herein fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

**SECOND AFFIRMATIVE DEFENSE
(Qualified Immunity)**

All claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

**THIRD AFFIRMATIVE DEFENSE
(Truth/Accuracy Of Information)**

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

**FOURTH AFFIRMATIVE DEFENSE
(Indemnification)**

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

**FIFTH AFFIRMATIVE DEFENSE
(Failure To Mitigate Damages)**

Plaintiff has failed to mitigate his damages.

**SIXTH AFFIRMATIVE DEFENSE
(Contributory/Comparative Fault)**

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff himself and resulted from Plaintiff's own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

**SEVENTH AFFIRMATIVE DEFENSE
(Estoppel)**

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

**EIGHTH AFFIRMATIVE DEFENSE
(Unclean Hands)**

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

**NINTH AFFIRMATIVE DEFENSE
(Statute of Limitations)**

All claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

**TENTH AFFIRMATIVE DEFENSE
(Laches)**

The Complaint and each claim for relief therein are barred by laches.

**ELEVENTH AFFIRMATIVE DEFENSE
(Willful Violations)**

Plaintiff's claims against Experian for willful violations fail, as any violation found to have been committed by Experian, which Experian continues to deny, was negligent rather than willful.

**TWELFTH AFFIRMATIVE DEFENSE
(Right To Assert Additional Defenses)**

Experian reserves the right to assert additional affirmative defenses as such time and to such extent as warranted by discovery and the factual developments in this case.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff takes nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

January 19, 2015

Respectfully submitted,

/s/ Mohammad A. Ghiasuddin
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***Attorney for Defendant
Experian Information Solutions, Inc.***

CERTIFICATE OF SERVICE

I hereby certify that on January 19, 2015, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on counsel of record identified via transmission of Notices of Electronic Filing generated by CM/ECF.

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/s/ Mohammad A. Ghiasuddin

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